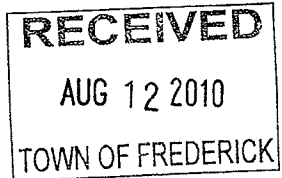


STATE OF COLORADO

DEPARTMENT OF TRANSPORTATION

Contracts and Market Analysis Branch

4201 East Arkansas Avenue, 4th Floor
Denver, Colorado 80222
Telephone: (303) 757-9736
Facsimile: (303) 757-9868



August 11, 2010

**Dick Leffler
Town of Frederick
401 Locust Street
Frederick, CO 80530**

RE: Project STA 052A-035, (17703) - Widening of WCR 11 just north of SH 52.

Enclosed please find three executory copies of the above referenced contract between the Town of Frederick and the Colorado Department of Transportation.

All three (3) copies must be signed with two appropriate signatures, one the designated authority binding the contractor to the contract, and the other attesting to the authority of the first. If you have a seal, please affix it to the signature page of each copy. In addition, please attach a copy of the ordinance or resolution passed by City's governing board approving the contract.

Please return all three (3) copies to my attention. When the agreements are approved by the proper authorities, a verified copy will be returned to you. This Contract is not valid until the State Controller, or such assistant as he may delegate, has signed it.

Should you have any questions or require further information, please do not hesitate to contact me. Your assistance in expediting this agreement is appreciated.

Sincerely,

Brian Hancock
Contracts Officer
Colorado Department of Transportation
4201 E. Arkansas Avenue
Denver, CO 80222
Phone: (303) 757-9351
e-mail: Brian.Hancock@dot.state.co.us

(Local \$CDOTWRK)[Local Agency Funds. CDOT does all work]
PROJECT STA 052A-035, (17703)
REGION 4 / (BH)

Rev 10/03
11 HA4 21687
SAP ID 331000356

CONTRACT

THIS CONTRACT made this ____ day of _____, 20____, by and between the State of Colorado for the use and benefit of the Colorado Department of Transportation hereinafter referred to as the State and the Town of Frederick, P.O Box 435, Frederick, Colorado, 80530, CDOT Vendor #: 2000310, hereinafter referred to as the "Contractor" or the "Local Agency."

RECITALS

1. Authority exists in the law and funds have been budgeted, appropriated and otherwise made available and a sufficient uncommitted balance thereof remains available for payment of project and Local Agency costs in Fund Number 400, Function [REDACTED], GL Acct. [REDACTED], WBS Element or Cost Center [REDACTED], (Contract Encumbrance Amount: \$0.00).
2. Required approval, clearance and coordination have been accomplished from and with appropriate agencies.
3. Pursuant to 43-2-104.5 C.R.S. as amended, the State may contract with Local Agencies to provide maintenance and construction of highways that are part of the state (or local agency) highway system.
4. Local Agency anticipates a project for the widening of WCR 11 North of SH 52 from MP 11.88 to MP 12.58, and by the date of execution of this contract, the Local Agency and/or the State has completed and submitted a preliminary version of CDOT form #463 describing the general nature of the Work. The Local Agency understands that before the Work begins, the Local Agency must receive an official written "Notice to Proceed" prior to commencing any part of the Work. The Local Agency further understands, before the Work begins, the form #463 may be revised as a result of design changes made by CDOT, in coordination with the Local Agency, in its internal review process. The Local Agency desires to perform the Work described in form #463, as it may be revised.
5. The Local Agency has made funds available for project STA 052A-035, (17703), which shall consist of widening of WCR 11 North of SH 52 from MP 11.88 to MP 12.58, referred to as the "Project" or the "Work." Such Work will be performed in the Town of Frederick, Colorado, specifically described in Exhibit A.
6. The Local Agency has funds available and desires to provide 100% of the funding for the work.
7. The Local Agency has estimated the total cost of the work and is prepared to provide the funding required for the work, as evidenced by an appropriate ordinance or resolution duly passed and adopted by the authorized representatives of the Local Agency, which expressly authorizes the Local

Agency to enter into this contract and to expend its funds for the work under the project. A copy of this ordinance or resolution is attached hereto and incorporated herein as Exhibit B.

8. This contract is executed under the authority of §§ 29-1-203, 43-1-110; 43-1-116, 43-2-101(4)(c) and 43-2-144, C.R.S. and Exhibit B.

9. The parties hereto desire to agree upon the division of responsibilities with regard to the project.

THE PARTIES NOW AGREE THAT:

Section 1. Scope of Work

The Project or the Work under this contract shall consist of widening of WCR 11 North of SH 52 from MP 11.88 to MP 12.58, in the Town of Frederick, Colorado, as more specifically described in Exhibit A.

Section 2. Order of Precedence

In the event of conflicts or inconsistencies between this contract and its exhibits, such conflicts or inconsistencies shall be resolved by reference to the documents in the following order of priority:

1. This contract
2. Exhibit A (Scope of Work)
3. Exhibit C (Contract Modification Tools)
4. Other Exhibits in descending order of their attachment.

Section 3. Term

This contract shall be effective upon approval of the State Controller or designee, or on the date made, whichever is later. The term of this contract shall continue through the completion and final acceptance of the Project by the State, FHWA and the Local Agency.

Section 4. Project Funding Provisions

A. The Local Agency has estimated the total cost of the work and is prepared to provide the funding for the work, as evidenced by an appropriate ordinance or resolution duly passed and adopted by the authorized representatives of the Local Agency, which expressly authorizes the Local Agency to enter into this contract and to expend its funds for the project. A copy of this ordinance or resolution is attached hereto and incorporated herein as Exhibit B.

B. The Local Agency has estimated the total cost of the work to be \$ 30,000.00 which is to be funded as follows:

- | | |
|-----------------------|--------------|
| a. Local Agency Funds | \$ 30,000.00 |
|-----------------------|--------------|

Total Funds:

\$ 30,000.00

C. The maximum amount payable by the Local Agency under this contract shall be \$ 30,000.00, unless such amount is increased by an appropriate written modification to this contract executed before any increased cost is incurred. It is understood and agreed by the parties hereto that the total cost of the work stated hereinbefore is the best estimate available, based on the design data as approved at the time of execution of this contract, and that such cost is subject to revisions (in accord with the procedure in the previous sentence) agreeable to the parties prior to bid and award.

D. The parties hereto agree that this contract is contingent upon all funds designated for the project herein being made available from state sources, as applicable. Should these sources fail to provide necessary funds as agreed upon herein, the contract may be terminated by either party, provided that any party terminating its interest and obligations herein shall not be relieved of any obligations which existed prior to the effective date of such termination or which may occur as a result of such termination.

Section 5. Project Payment Provisions

A. The Local Agency will reimburse the State for incurred costs relative to the project following the Local Agency's review and approval of such charges, subject to the terms and conditions of this contract.

B. If the Local Agency is to be billed for CDOT incurred costs, the billing procedure shall be as follows:

1. Upon receipt of each bill from the State, the Local Agency will remit to the State the amount billed no later than 60 days after receipt of each bill. Should the Local Agency fail to pay moneys due the State within 60 days of demand or within such other period as may be agreed between the parties hereto, the Local Agency agrees that, at the request of the State, the State Treasurer may withhold an equal amount from future apportionment due the Local Agency from the Highway Users Tax Fund and to pay such funds directly to the State. Interim funds, until the State is reimbursed, shall be payable from the State Highway Supplementary Fund (400).
2. If the Local Agency fails to make timely payment to the State as required by this section (within 60 days after the date of each bill), the Local Agency shall pay interest to the State at a rate of one percent per month on the amount of the payment which was not made in a timely manner, until the billing is paid in full. The interest shall accrue for the period from the required payment date to the date on which payment is made.

C. The State will prepare and submit to the Local Agency, no more than monthly, charges for costs incurred relative to the project. The State's invoices shall include a description of the amounts of services performed, the dates of performance and the amounts and description of reimbursable expenses. The invoices will be prepared in accordance with the State's standard policies, procedures and standardized billing format.

Section 6. State and Local Agency Commitments

The Local Agency Contract Administration Checklist in Exhibit D describes the Work to be performed and assigns responsibility of that Work to either the Local Agency or the State. The "Responsible Party" referred to in this contract means the Responsible Party as identified in the Local Agency Contract Administration Checklist in Exhibit D.

A. Design [if applicable]

1. If the Work includes preliminary design or final design (the "Construction Plans"), or design work sheets, or special provisions and estimates (collectively referred to as the "Plans"), the responsible party shall comply with the following requirements, as applicable:

- a. perform or provide the Plans, to the extent required by the nature of the Work.
- b. prepare final design (Construction Plans) in accord with the requirements of the latest edition of the American Association of State Highway Transportation Officials (AASHTO) manual or other standard, such as the Uniform Building Code, as approved by CDOT.
- c. prepare special provisions and estimates in accord with the State's Roadway and Bridge Design Manuals and Standard Specifications for Road and Bridge Construction.
- d. include details of any required detours in the Plans, in order to prevent any interference of the construction work and to protect the traveling public.
- e. stamp the Plans produced by a Colorado Registered Professional Engineer.
- f. provide final assembly of Plans and contract documents.
- g. be responsible for the Plans being accurate and complete.
- h. make no further changes in the Plans following the award of the construction contract except by agreement in writing between the parties. The Plans shall be considered final when approved and accepted by the parties hereto, and when final they shall be deemed incorporated herein.

B. Construction [if applicable]

1. If the Work includes construction, the responsible party shall perform the construction in accordance with the approved design plans and/or administer the construction all in accord with the Local Agency Contract Administration Checklist. Such administration shall include project inspection and testing; approving sources of materials; performing required plant and shop inspections; documentation of contract payments, testing and inspection activities; preparing and approving pay estimates; preparing, approving and securing the funding for contract modification orders and minor contract revisions; processing contractor claims; construction supervision; and meeting the Quality Control requirements of the FHWA/CDOT Stewardship Agreement, as described in the Local Agency Contract Administration Checklist.

2. If the State is the responsible party:
- a. it shall appoint a qualified professional engineer, licensed in the State of Colorado, as the State Agency Project Engineer (SAPE), to perform that administration. The SAPE shall administer the project in accordance with this contract, the requirements of the construction contract and applicable State procedures.
 - b. if bids are to be let for the construction of the project, the State shall, in conjunction with the Local Agency, advertise the call for bids and upon concurrence by the Local Agency will award the construction contract(s) to the low responsive, responsible bidder(s).
 - (1) in advertising and awarding the bid for the construction of a federal-aid project, the State shall comply with applicable requirements of 23 USC § 112 and 23 CFR Parts 633 and 635 and C.R.S. § 24-92-101 et seq. Those requirements include, without limitation, that the State/contractor shall incorporate Form 1273 (Exhibit H) in its entirety verbatim into any subcontract(s) for those services as terms and conditions therefore, as required by 23 CFR 633.102(e).
 - (2) the Local Agency has the option to concur or not concur in the proposal of the apparent low bidder for work on which competitive bids have been received. The Local Agency must declare its concurrence or non-concurrence within 3 working days after said bids are publicly opened.
 - (3) by indicating its concurrence in such award, the Local Agency, acting by or through its duly authorized representatives, agrees to provide additional funds, subject to their availability and appropriation for that purpose, if required to complete the Work under this project if no additional federal-aid funds will be made available for the project.
 - c. If all or part of the construction work is to be accomplished by State personnel (i.e. by force account), rather than by a competitive bidding process, the State will ensure that all such force account work is accomplished in accordance with the pertinent State specifications and requirements with 23 CFR 635, Subpart B, Force Account Construction.

Section 7. ROW Acquisition and Relocation

If the Project includes right of way, prior to this project being advertised for bids, the Responsible Party will certify in writing to the State that all right of way has been acquired in accordance with the applicable state and federal regulations, or that no additional right of way is required.

Any acquisition/relocation activities must comply with: all applicable federal and state statutes and regulations, including but not limited to the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 as amended (P.L. 91-646) and the Uniform Relocation Assistance and Real Property Acquisition Policies for Federal and Federally Assisted Programs as amended (49 CFR Part 24); CDOT's Right of Way Manual; and CDOT's Policy and Procedural Directives.

Allocation of Responsibilities are as follows:

- Federal participation in right of way acquisition (3111 charges), relocation (3109 charges) activities, if any, and right of way incidentals (expenses incidental to acquisition/relocation of right of way – 3114 charges);
- Federal participation in right of way acquisition (3111 charges), relocation (3109 charges) but no participation in incidental expenses (3114 charges); or
- No federal participation in right of way acquisition (3111 charges) and relocation activities (3109 expenses).

Regardless of the option selected above, the State retains oversight responsibilities. The Local Agency's and the State's responsibilities for each option is specifically set forth in CDOT's Right of Way Manual. The manual is located at http://www.dot.state.co.us/ROW_Manual/.

If right of way is purchased for a state highway, including areas of influence of the state highway, the local agency shall immediately convey title to such right of way to CDOT after the local agency obtains title.

Section 8. Utilities

If necessary, the Responsible Party will be responsible for obtaining the proper clearance or approval from any utility company, which may become involved in this Project. Prior to this Project being advertised for bids, the Responsible Party will certify in writing that all such clearances have been obtained.

Section 9. Railroads

In the event the Project involves modification of a railroad company's facilities whereby the Work is to be accomplished by railroad company forces, the Responsible Party shall make timely application to the Public Utilities Commission requesting its order providing for the installation of the proposed improvements and not proceed with that part of the Work without compliance. The Responsible Party shall also establish contact with the railroad company involved for the purpose of complying with applicable provisions of 23 CFR 646, subpart B, concerning federal-aid projects involving railroad facilities, including:

1. Executing an agreement setting out what work is to be accomplished and the location(s) thereof, and that the costs of the improvement shall be eligible for federal participation.

2. Obtaining the railroad's detailed estimate of the cost of the Work.
3. Establishing future maintenance responsibilities for the proposed installation.
4. Proscribing future use or dispositions of the proposed improvements in the event of abandonment or elimination of a grade crossing.
5. Establishing future repair and/or replacement responsibilities in the event of accidental destruction or damage to the installation.

Section 10. Environmental Obligations

The State shall perform all Work in accordance with the requirements of the current federal and state environmental regulations including the National Environmental Policy Act of 1969 (NEPA) as applicable.

Section 11. Maintenance Obligations

The Local Agency will maintain and operate the improvements constructed under this contract at its own cost and expense during their useful life, in a manner satisfactory to the State and FHWA. The Local Agency will make proper provisions for such maintenance obligations each year. Such maintenance and operations shall be conducted in accordance with all applicable statutes, ordinances and regulations which define the Local Agency's obligations to maintain such improvements. The State and FHWA will make periodic inspections of the project to verify that such improvements are being adequately maintained.

Section 12. Record Keeping

The State shall maintain a complete file of all records, documents, communications, and other written materials, which pertain to the costs incurred under this contract. The State shall maintain such records for a period of three (3) years after the date of termination of this contract or final payment hereunder, whichever is later, or for such further period as may be necessary to resolve any matters which may be pending. The State shall make such materials available for inspection at all reasonable times and shall permit duly authorized agents and employees of the Local Agency and FHWA to inspect the project and to inspect, review and audit the project records.

Section 13. Termination Provisions

This contract may be terminated as follows:

A. Termination for Convenience. The State may terminate this contract at any time the State determines that the purposes of the distribution of moneys under the contract would no longer be served by completion of the project. The State shall effect such termination by giving written notice of termination to the Local Agency and specifying the effective date thereof, at least twenty (20) days before the effective date of such termination.

B. Termination for Cause. If, through any cause, the Local Agency shall fail to fulfill, in a timely

and proper manner, its obligations under this contract, or if the Local Agency shall violate any of the covenants, agreements, or stipulations of this contract, the State shall thereupon have the right to terminate this contract for cause by giving written notice to the Local Agency of its intent to terminate and at least ten (10) days opportunity to cure the default or show cause why termination is otherwise not appropriate. In the event of termination, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs and reports or other material prepared by the Local Agency under this contract shall, at the option of the State, become its property, and the Local Agency shall be entitled to receive just and equitable compensation for any services and supplies delivered and accepted. The Local Agency shall be obligated to return any payments advanced under the provisions of this contract.

Notwithstanding the above, the Local Agency shall not be relieved of liability to the State for any damages sustained by the State by virtue of any breach of the contract by the Local Agency, and the State may withhold payment to the Local Agency for the purposes of mitigating its damages until such time as the exact amount of damages due to the State from the Local Agency is determined.

If after such termination it is determined, for any reason, that the Local Agency was not in default or that the Local Agency's action/inaction was excusable, such termination shall be treated as a termination for convenience, and the rights and obligations of the parties shall be the same as if the contract had been terminated for convenience, as described herein.

Section 14. Legal Authority

The Local Agency warrants that it possesses the legal authority to enter into this contract and that it has taken all actions required by its procedures, by-laws, and/or applicable law to exercise that authority, and to lawfully authorize its undersigned signatory to execute this contract and to bind the Local Agency to its terms. The person(s) executing this contract on behalf of the Local Agency warrants that such person(s) has full authorization to execute this contract.

Section 15. Representatives and Notice

The State will provide liaison with the Local Agency through the State's Region Director, Region 4, 1420 2nd Street, Greeley, CO 80631. Said Region Director will also be responsible for coordinating the State's activities under this contract and will also issue a "Notice to Proceed" to the Local Agency for commencement of the Work. All communications relating to the day-to-day activities for the work shall be exchanged between representatives of the State's Transportation Region 4 and the Local Agency. All communication, notices, and correspondence shall be addressed to the individuals identified below. Either party may from time to time designate in writing new or substitute representatives.

If to the State:

Tim Tuttle
CDOT Region 4
1420 2nd Street
Greeley, CO 80631

If to the Local Agency:

Town of Frederick
Attn: Dick Leffler
401 Locust Street
Frederick, CO 80530

Section 16. Successors

Except as herein otherwise provided, this contract shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

Section 17. Third Party Beneficiaries

It is expressly understood and agreed that the enforcement of the terms and conditions of this contract and all rights of action relating to such enforcement, shall be strictly reserved to the State and the Local Agency. Nothing contained in this contract shall give or allow any claim or right of action whatsoever by any other third person. It is the express intention of the State and the Local Agency that any such person or entity, other than the State or the Local Agency receiving services or benefits under this contract shall be deemed an incidental beneficiary only.

Section 18. Governmental Immunity

Notwithstanding any other provision of this contract to the contrary, no term or condition of this contract shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protection, or other provisions of the Colorado Governmental Immunity Act, § 24-10-101, et seq., C.R.S., as now or hereafter amended. The parties understand and agree that liability for claims for injuries to persons or property arising out of negligence of the State of Colorado, its departments, institutions, agencies, boards, officials and employees is controlled and limited by the provisions of § 24-10-101, et seq., C.R.S., as now or hereafter amended and the risk management statutes, §§ 24-30-1501, et seq., C.R.S., as now or hereafter amended.

Section 19. Severability

To the extent that this contract may be executed and performance of the obligations of the parties may be accomplished within the intent of the contract, the terms of this contract are severable, and should any term or provision hereof be declared invalid or become inoperative for any reason, such invalidity or failure shall not affect the validity of any other term or provision hereof.

Section 20. Waiver

The waiver of any breach of a term, provision, or requirement of this contract shall not be construed or deemed as a waiver of any subsequent breach of such term, provision, or requirement, or of any other term, provision or requirement.

Section 21. Entire Understanding

This contract is intended as the complete integration of all understandings between the

parties. No prior or contemporaneous addition, deletion, or other amendment hereto shall have any force or effect whatsoever, unless embodied herein by writing. No subsequent novation, renewal, addition, deletion, or other amendment hereto shall have any force or effect unless embodied in a writing executed and approved pursuant to the State Fiscal Rules.

Section 22. Survival of Contract Terms

Notwithstanding anything herein to the contrary, the parties understand and agree that all terms and conditions of this contract and the exhibits and attachments hereto which may require continued performance, compliance or effect beyond the termination date of the contract shall survive such termination date and shall be enforceable by the State as provided herein in the event of such failure to perform or comply by the Local Agency.

Section 23. Modification and Amendment

This contract is subject to such modifications as may be required by changes in federal or State law, or their implementing regulations. Any such required modification shall automatically be incorporated into and be part of this contract on the effective date of such change as if fully set forth herein. Except as provided above, no modification of this contract shall be effective unless agreed to in writing by both parties in an amendment to this contract that is properly executed and approved in accordance with applicable law.

Section 24. Funding Letters

Option Letters may be used to extend Agreement terms, change the level of service within the current term due to unexpected overmatch, add a phase without increasing contract dollars, or increase or decrease the amount of funding. These options are limited to the specific scenarios listed below. The Option Letter shall not be deemed valid until signed by the State Controller or an authorized delegate. Following are the applications for the individual options under the Option Letter form:

Option 1- Level of service change within current term due to unexpected overmatch in an overbid situation only.

In the event the State has contracted all project funding and the Local Agency's construction bid is higher than expected, this option allows for additional Local Overmatch dollars to be provided by the Local Agency to be added to the contract. This option is only applicable for Local Overmatch on an overbid situation and shall not be intended for any other Local Overmatch funding. The State may unilaterally increase the total dollars of this contract as stipulated by the executed Option Letter (**Exhibit D**), which will bring the maximum amount payable under this contract to the amount indicated in **Exhibit C-1** attached to the executed Option Letter (future changes to **Exhibit C** shall be labeled as **C-2**, **C-3**, etc, as applicable). Performance of the services shall continue under the same terms as established in the contract. The State will use the Financial Statement submitted by the Local Agency for "Concurrence to Advertise" as evidence of the Local Agency's intent to award and it will also provide the additional amount required to exercise this option. If the State exercises this option, the contract will be considered to include this option provision.

Option 2 – Option to add overlapping phase without increasing contract dollars.

The State may require the Local Agency to begin a phase that may include Design, Construction, Environmental, Utilities, ROW Incidentals or Miscellaneous (this does not apply to Acquisition/Relocation or Railroads) as detailed in **Exhibit A** and at the same terms and conditions stated in the original contract with the contract dollars remaining the same. The State may exercise this option by providing a fully executed option to the Local Agency within thirty (30) days before the initial targeted start date of the phase, in a form substantially equivalent to **Exhibit D**. If the State exercises this option, the contract will be considered to include this option provision.

Option 3 - To update funding (increases and/or decreases) with a new Exhibit C.

This option can be used to increase and/or decrease the overall contract dollars (state, federal, local match, local agency overmatch) to date, by replacing the original funding exhibit (**Exhibit C**) in the Original Contract with an updated **Exhibit C-1** (subsequent exhibits to **Exhibit C-1** shall be labeled **C-2**, **C-3**, etc). The State may have a need to update changes to state, federal, local match and local agency overmatch funds as outlined in **Exhibit C-1**, which will be attached to the option form. The State may exercise this option by providing a fully executed option to the Local Agency within thirty (30) days after the State has received notice of funding changes, in a form substantially equivalent to **Exhibit D**. If the State exercises this option, the contract will be considered to include this option provision.

Section 25. Disputes

Except as otherwise provided in this contract, any dispute concerning a question of fact arising under this contract which is not disposed of by agreement will be decided by the Chief Engineer of the Department of Transportation. The decision of the Chief Engineer will be final and conclusive unless, within 30 calendar days after the date of receipt of a copy of such written decision, the Local Agency mails or otherwise furnishes to the State a written appeal addressed to the Executive Director of the Department of Transportation. In connection with any appeal proceeding under this clause, the Local Agency shall be afforded an opportunity to be heard and to offer evidence in support of its appeal. Pending final decision of a dispute hereunder, the Local Agency shall proceed diligently with the performance of the contract in accordance with the Chief Engineer's decision. The decision of the Executive Director or his duly authorized representative for the determination of such appeals will be final and conclusive and serve as final agency action. This dispute clause does not preclude consideration of questions of law in connection with decisions provided for herein. Nothing in this contract, however, shall be construed as making final the decision of any administrative official, representative, or board on a question of law.

Section 26. Statewide Contract Management System

If the maximum amount payable to the Local Agency under this Agreement is \$100,000 or greater, either on the Effective Date or at anytime thereafter, this §21 applies.

The Local Agency agrees to be governed, and to abide, by the provisions of CRS §24-102-205, §24-

102-206, §24-103-601, §24-103.5-101 and §24-105-102 concerning the monitoring of vendor performance on state agreements/contracts and inclusion of agreement/contract performance information in a statewide contract management system.

The Local Agency's performance shall be subject to Evaluation and Review in accordance with the terms and conditions of this Agreement, State law, including CRS §24-103.5-101, and State Fiscal Rules, Policies and Guidance. Evaluation and Review of the Local Agency's performance shall be part of the normal Agreement administration process and the Local Agency's performance will be systematically recorded in the statewide Agreement Management System. Areas of Evaluation and Review shall include, but shall not be limited to quality, cost and timeliness. Collection of information relevant to the performance of the Local Agency's obligations under this Agreement shall be determined by the specific requirements of such obligations and shall include factors tailored to match the requirements of the Local Agency's obligations. Such performance information shall be entered into the statewide Contract Management System at intervals established herein and a final Evaluation, Review and Rating shall be rendered within 30 days of the end of the Agreement term. The Local Agency shall be notified following each performance Evaluation and Review, and shall address or correct any identified problem in a timely manner and maintain work progress.

Should the final performance Evaluation and Review determine that the Local Agency demonstrated a gross failure to meet the performance measures established hereunder, the Executive Director of the Colorado Department of Personnel and Administration (Executive Director), upon request by CDOT, and showing of good cause, may debar the Local Agency and prohibit the Local Agency from bidding on future Agreements. The Local Agency may contest the final Evaluation, Review and Rating by: (a) filing rebuttal statements, which may result in either removal or correction of the evaluation (CRS §24-105-102(6)), or (b) under CRS §24-105-102(6), exercising the debarment protest and appeal rights provided in CRS §§24-109-106, 107, 201 or 202, which may result in the reversal of the debarment and reinstatement of the Local Agency, by the Executive Director, upon showing of good cause.

THE PARTIES HERETO HAVE EXECUTED THIS CONTRACT

CONTRACTOR:

**STATE OF COLORADO:
BILL RITTER, JR.
GOVERNOR**

Town of Frederick

By _____
For Executive Director
Department of Transportation

CDOT Vendor Number: 2000310

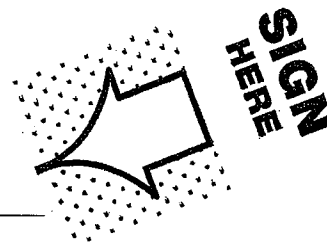


Signature of Authorized Officer

Print Name & Title of Authorized Officer

CORPORATIONS:

(A corporate seal or attestation is required.)



Attest (Seal) By _____
(Corporate Secretary or Equivalent, or Town/City/County Clerk)

ALL CONTRACTS MUST BE APPROVED BY THE STATE CONTROLLER

CRS 24-30-202 requires that the State Controller approve all state contracts. This contract is not valid until the State Controller, or such assistant as he may delegate, has signed it. The contractor is not authorized to begin performance until the contract is signed and dated below. If performance begins prior to the date below, the State of Colorado may not be obligated to pay for the goods and/or services provided.

**STATE CONTROLLER:
DAVID J. MCDERMOTT, CPA**

By _____

Date _____

Exhibit A

COLORADO DEPARTMENT OF TRANSPORTATION		Orig. Date: 11/19/2009		Project Code # (SA#): 17703		STIP#: SR46606	
DESIGN DATA		Rev. Date:		Project #: C 052A-035			
Page 1 to 3		Revision #: 0		PE Project Code: 17703			
		Region #: 04		Project Description: SH 52 & WCR 11 Intersection			
Status: <input checked="" type="checkbox"/> Preliminary <input type="checkbox"/> Final <input type="checkbox"/> Revised				County: 123			
Submitted By PM: HOFFMANJ		Approved by Program Engineer:		Municipality: Fort Lupton			
Date:				System Code: O-Other Federal-Aid Highway			
Revised by:				Oversight By: A-Exempt			
Date:				Planned Length: 0.700			
Geographic Location: SH 52/CR 11 WELD CO							
Type of Terrain: Rolling							
Description of Proposed Construction/Improvement (Attach map showing site location) INTERSECTION IMPVT							

1 Project Characteristics (Proposed)				Median (Type): <input type="checkbox"/> Depressed <input checked="" type="checkbox"/> Painted <input type="checkbox"/> Raised <input type="checkbox"/> None			
<input checked="" type="checkbox"/> Lighting <input type="checkbox"/> Handicap Ramps				<input checked="" type="checkbox"/> Traffic Control Signals <input checked="" type="checkbox"/> Striping			
<input type="checkbox"/> Curb and Gutter <input type="checkbox"/> Curb Only				<input checked="" type="checkbox"/> Left-Turn Slots <input type="checkbox"/> Continuous Width= 12'			
<input type="checkbox"/> Sidewalk Width= <input type="checkbox"/> Bikeway Width=				<input checked="" type="checkbox"/> Right-Turn Slots <input type="checkbox"/> Continuous Width= 12'			
<input type="checkbox"/> Parking Lane Width= <input type="checkbox"/> Detours				<input checked="" type="checkbox"/> Signing <input checked="" type="checkbox"/> Construction <input checked="" type="checkbox"/> Permanent			
<input checked="" type="checkbox"/> Landscaping requirements (description): Seeding, Mulching, Erosion Control				<input type="checkbox"/> Other (description):			

2 Right of Way			Yes/No	Est. #	3 Utilities (list names of known utility companies)		
ROW &/or Perm. Easement Required			No		Gas, Electric, Water, Sewer, TV, fiber optics, Telephone, Oil		
Relocation Required			No				
Temporary Easement Required			Yes	5			
Changes in Access			No				
Changes to Connecting Roads			No				

4 Railroad Crossings		# of Crossings: N/A	
Recommendations:			

5 Environmental	Type: None	Approved On: 1/1	Project Code # Cleared Under:	Project # Cleared Under:
Comments:				

6 Coordination				
<input type="checkbox"/> Withdrawn Lands (Power Sites, Reservoirs, Etc.) Cleared through BLM or Forest Service Office. Irrigation Ditch Name: Lower Boulder Ditch				
<input type="checkbox"/> New Traffic Ordinance Required <input type="checkbox"/> Modify Schedule of Existing Ordinance Municipality: Fort Lupton				
Other:				

7 Construction Method	Advised By: State	No Ad Reason:	Entity / Agency Contact Name:	Phone #:
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8 Safety Considerations		Project Under: 3R		Guardrail meets current standards: No
<input type="checkbox"/> Variance in Minimum Design Standards Required		<input type="checkbox"/> Safety project not all standards addressed		Comments: No Guardrail needed
<input type="checkbox"/> Justification Attached <input type="checkbox"/> Request to be Submitted				
<input type="checkbox"/> Bridge (see item 12) <input type="checkbox"/> See Remarks				
<input type="checkbox"/> Stage Construction (explain in remarks)				
3R projects				
Safety Evaluation Complete (date):				

Page 2 of 3	Project Code # (SA#): 17703	Project #: C-052A-035	Revised date:
Use Columns A, B, C, D and/or E to identify facility described below			
A = 052A		C =	D =
E =			
9 Traffic			
Current Year	ADT 17,600		
2008	DHV 1,584		
Future Year	DHV % Trucks 9		
2028	ADT 27,104		
	DHV 2,439		
Facility Location	<input type="checkbox"/> Industrial <input type="checkbox"/> Commercial <input type="checkbox"/> Residential <input checked="" type="checkbox"/> Other	<input type="checkbox"/> Industrial <input type="checkbox"/> Commercial <input type="checkbox"/> Residential <input type="checkbox"/> Other	<input type="checkbox"/> Industrial <input type="checkbox"/> Commercial <input type="checkbox"/> Residential <input type="checkbox"/> Other
10 Roadway Class			
Route	052A		
Reft	11,880		
Endrpt	12,380		
Functional Classification	P		
Facility type	U		
Rural Code	1		
11 Design Standards			
	Standard	Existing	Proposed Ultimate
Design Variance Required (substandard items are identified with an * in 1st column & clarify as design variance with GDOT Form #164)			
Width of Travel Lanes	12	12	12
Shoulder width (outside)	0	0	0
Shoulder width (inside)	8	9-10	8
Design Speed	60	55	60
Gross Slope	2 %	VAR%	VAR%
Max super-elevation rate	8%	NONE	NONE
Min. Radius	1200	NONE	NONE
Min. Horizontal SSD	570	N/A	N/A
Min. Vertical SSD	570	N/A	N/A
Max Grade	6%	2.00%	2.00%
Design Decision Letter Required (substandard items are identified with an * in 1st column & clarify with decision letter)			
Typical Section Type	B	B	B
# of Travel Lanes	2	2	2
Side Slope Dist. (ft)	8	VAR	8
Median Width	12-30	0	16
Posted Speed	55	55	55

Exhibit A

Page 3 of 3	Project Code # (SA#): 17703	Project #: C 052A-035	Revise Date:	
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12 Major Structures S= to stay, R= to be removed, P= proposed new structure

Structure ID#	▼	Length	Reference Point	Feature Intersected	Standard Width	Structure Roadway	Structural Capacity	Horizontal Clearance	Vertical Clearance	Year Built
D-17-AV	S	24'	12.19	Lower Boulder Ditch	50'	SH 52		20'	4'	1960

Proposed Treatment of Bridges to Remain in Place (address bridge rail, capacity, and allowable surfacing thickness): CBC will be extended

13 Remarks

The Local Agency shall design and construct the widening of WCR 11 just north of SH 52 in the Town of Frederick.

**LOCAL AGENCY
ORDINANCE
or
RESOLUTION**

SAMPLE IGA OPTION LETTER

(This option has been created by the Office of the State Controller for CDOT use only)

NOTE: This option is limited to the specific contract scenarios listed below

AND may be used in place of exercising a formal amendment.

Date:	State Fiscal Year:	Option Letter No.	CLIN Routing #
Original Contract CMS #		Option Letter CMS #	
Original Contract SAP #		Option Letter SAP #	

Vendor name: _____

A. SUBJECT: (Choose applicable options listed below AND in section B and delete the rest)

1. Level of service change within current term due to an unexpected Local overmatch on an overbid situation ONLY;
2. Option to add phasing to include Design, Construction, Environmental, Utilities, ROW incidentals or Miscellaneous ONLY (does not apply to Acquisition/Relocation or Railroads);
3. Option to update funding (a new Exhibit C must be attached with the option letter and shall be labeled C-1 (future changes for this option shall be labeled as follows: C-2, C-3, C-4, etc.)

B. REQUIRED PROVISIONS. All Option Letters shall contain the appropriate provisions set forth below:

(Insert the following language for use with Option #1):

In accordance with the terms of the original Agreement (insert FY, Agency code & CLIN routing # of Basic Contract) between the State of Colorado, Department of Transportation and (insert the Local Agency's name here), the State hereby exercises the option to record a level of service change due to unexpected overmatch dollars due to an overbid situation. The Agreement is now increased by (indicate additional dollars here) specified in Paragraph/Section/Provision _____ of the original Agreement.

(Insert the following language for use with Option #2):

In accordance with the terms of the original Agreement (insert FY, Agency code & CLIN routing # Basic Contract) between the State of Colorado, Department of Transportation and (insert the Local Agency's name here), the State hereby exercises the option to add an overlapping phase in (indicate Fiscal Year here) that will include (describe which phase will be added and include all that apply – Design, Construction, Environmental, Utilities, ROW incidentals or Miscellaneous). Total funds for this Agreement remain the same (indicate total dollars here) as referenced in Paragraph/Section/Provision/Exhibit _____ of the original Agreement.

(Insert the following language for use with Option #3):

In accordance with the terms of the original Agreement (insert FY, Agency code & CLIN routing # of Basic Contract) between the State of Colorado, Department of Transportation and (insert the Local Agency's name here), the State hereby exercises the option to update funding based on changes from state, federal, local match and/or local agency overmatch funds. The Agreement is now (select one: increased and/or decreased) by (insert dollars here) specified in Paragraph/-Section/-Provision/Exhibit _____ of the original Agreement. A new Exhibit C-1 is made part of the original Agreement and replaces Exhibit C. (The following is a NOTE only so please delete when using this option: future changes for this option for Exhibit C shall be labeled as follows: C-2, C-3, C-4, etc.)

(The following language must be included on ALL options):

The amount of the current Fiscal Year contract value is (increased/decreased) by (\$ amount of

change) to a new Agreement value of (\$ _____) to satisfy services/goods ordered under the Agreement for the current fiscal year (*indicate Fiscal Year*). The first sentence in Paragraph/Section/Provision _____ is hereby modified accordingly.

The total Agreement value to include all previous amendments, option letters, etc. is (\$ _____).

The effective date of this Option Letter is upon approval of the State Controller or delegate.

APPROVALS:

For the The Local Agency:

Legal Name of the Local Agency

By: _____

Print Name of Authorized Individual

Signature: _____

Date: _____

Title: Official Title of Authorized Individual

State of Colorado:

Bill Ritter, Jr., Governor

By: _____ Date: _____

Executive Director, Colorado Department of Transportation

ALL CONTRACTS MUST BE APPROVED BY THE STATE CONTROLLER

CRS §24-30-202 requires the State Controller to approve all State Contracts. This Agreement is not valid until signed and dated below by the State Controller or delegate. Contractor is not authorized to begin performance until such time. If the Local Agency begins performing prior thereto, the State of Colorado is not obligated to pay the Local Agency for such performance or for any goods and/or services provided hereunder.

State Controller
David J. McDermott, CPA

By: _____

Date: _____

COLORADO DEPARTMENT OF TRANSPORTATION

LOCAL AGENCY CONTRACT ADMINISTRATION CHECKLIST

Project No. C 052A-035	STIP No.	Project Code 17703	Region 04
Project Location SH 52 & WCR 11 Intersection, SH 52 is the southern most location for the Town of Frederick			Date 8/4/2010
Project Description This is an intersection improvement project. A left turn pocket, right turn accel, and right turn decel lanes will be added on SH 52 for eastbound traffic and westbound traffic at CR 11. Irrigation concrete box culvert D-17-AV and a drainage ditch 8'x8' CBC will need to be lengthened. Signals will be added to the intersection.			
Local Agency Town of Frederick(N. of SH 52), City of Dacono(S. of SH 52)		Local Agency Project Manager Richard Leffler	
CDOT Resident Engineer Robin Stoneman		CDOT Project Manager Jim Hoffman	

INSTRUCTIONS:

This checklist shall be utilized to establish the contract administration responsibilities of the individual parties to this agreement. The checklist becomes an attachment to the Local Agency agreement. Section numbers correspond to the applicable chapters of the *CDOT Local Agency Manual*.

The checklist shall be prepared by placing an "X" under the responsible party, opposite each of the tasks. The "X" denotes the party responsible for initiating and executing the task. Only one responsible party should be selected. When neither CDOT nor the Local Agency is responsible for a task, not applicable (NA) shall be noted. In addition, a "#" will denote that CDOT must concur or approve.

Tasks that will be performed by Headquarters staff will be indicated. The Regions, in accordance with established policies and procedures, will determine who will perform all other tasks that are the responsibility of CDOT.

The checklist shall be prepared by the CDOT Resident Engineer or the CDOT Project Manager, in cooperation with the Local Agency Project Manager, and submitted to the Region Program Engineer. If contract administration responsibilities change, the CDOT Resident Engineer, in cooperation with the Local Agency Project Manager, will prepare and distribute a revised checklist.

NO.	DESCRIPTION OF TASK	RESPONSIBLE PARTY	
		LA	CDOT
TIP / STIP AND LONG-RANGE PLANS			
2-1	Review Project to ensure consistency with STIP and amendments thereto		X
FEDERAL FUNDING OBLIGATION AND AUTHORIZATION			
4-1	Authorize funding by phases (CDOT Form 418 - Federal-aid Program Data. Requires FHWA concurrence/involvement)		X
PROJECT DEVELOPMENT			
5-1	Prepare Design Data - CDOT Form 463		X
5-2	Prepare Local Agency/CDOT Inter-Governmental Agreement (see also Chapter 3)		X
5-3	Conduct Consultant Selection/Execute Consultant Agreement		X
5-4	Conduct Design Scoping Review meeting		X
5-5	Conduct Public Involvement		X
5-6	Conduct Field Inspection Review (FIR)		X
5-7	Conduct Environmental Processes (may require FHWA concurrence/involvement)		X
5-8	Acquire Right-of-Way (may require FHWA concurrence/involvement)		X
5-9	Obtain Utility and Railroad Agreements		X
5-10	Conduct Final Office Review (FOR)		X
5-11	Justify Force Account Work by the Local Agency		NA
5-12	Justify Proprietary, Sole Source, or Local Agency Furnished items		X
5-13	Document Design Exceptions - CDOT Form 464		X
5-14	Prepare Plans, Specifications and Construction Cost Estimates		X

NO.	DESCRIPTION OF TASK	RESPONSIBLE PARTY	
		LA	CDOT
5-15	Ensure Authorization of Funds for Construction		X
PROJECT DEVELOPMENT CIVIL RIGHTS AND LABOR COMPLIANCE			
6-1	Set Underutilized Disadvantaged Business Enterprise (UBDE) Goals for Consultant and Construction Contracts (CDOT Region EEO/Civil Rights Specialist)		X
6-2	Determine Applicability of Davis-Bacon Act This project <input type="checkbox"/> is <input checked="" type="checkbox"/> is not exempt from Davis-Bacon requirements as determined by the functional classification of the project location (Projects located on local roads and rural minor collectors may be exempt.) Robin Stoneman 8/4/2010 CDOT Resident Engineer(Signature on File) Date		X
6-3	Set On-the-Job Training Goals. Goal is zero if total construction is less than \$1 million (CDOT Region EEO/Civil Rights Specialist)		X
6-4	Title VI Assurances		
	Ensure the correct Federal Wage Decision, all required Disadvantaged Business Enterprise/On-the-Job Training special provisions and FHWA Form 1273 are included in the Contract (CDOT Resident Engineer)		X
ADVERTISE, BID AND AWARD			
7-1	Obtain Approval for Advertisement Period of Less Than Three Weeks		X
7-2	Advertise for Bids		X
7-3	Distribute "Advertisement Set" of Plans and Specifications		X
7-4	Review Worksite and Plan Details with Prospective Bidders While Project is Under Advertisement		X
7-5	Open Bids		X
7-6	Process Bids for Compliance		X
	Check CDOT Form 715 - Certificate of Proposed Underutilized DBE Participation when the low bidder meets UDBE goals		X
	Evaluate CDOT Form 718 - Underutilized DBE Good Faith Effort Documentation and determine if the Contractor has made a good faith effort when the low bidder does not meet DBE goals		X
	Submit required documentation for CDOT award concurrence		X
7-7	Concurrence from CDOT to Award		X
7-8	Approve Rejection of Low Bidder		X
7-9	Award Contract		X
7-10	Provide "Award" and "Record" Sets of Plans and Specifications		X
CONSTRUCTION MANAGEMENT			
8-1	Issue Notice to Proceed to the Contractor		X
8-2	Project Safety		X
8-3	Conduct Conferences:		
	Pre-construction Conference (Appendix B)		X
	Presurvey		
	• Construction staking		X
	• Monumentation		X
	Partnering (Optional)		X
	Structural Concrete Pre-Pour (Agenda is in <i>CDOT Construction Manual</i>)		X
	Concrete Pavement Pre-Paving (Agenda is in <i>CDOT Construction Manual</i>)		NA
	HMA Pre-Paving (Agenda is in <i>CDOT Construction Manual</i>)		X
8-4	Develop and distribute Public Notice of Planned Construction to media and local residents		X
8-5	Supervise Construction		
	A Professional Engineer (PE) registered in Colorado, who will be "in responsible charge of construction supervision."		X

Exhibit D

NO.	DESCRIPTION OF TASK	RESPONSIBLE PARTY	
		LA	CDOT
	<u>Robin Stoneman</u> <u>970-506-4952</u> Local Agency Professional Engineer or Phone number CDOT Resident Engineer		
	Provide competent, experienced staff who will ensure the Contract work is constructed in accordance with the plans and specifications		X
	Construction inspection and documentation		X
8-6	Approve Shop Drawings		X
8-7	Perform Traffic Control Inspections		X
8-8	Perform Construction Surveying		X
8-9	Monument Right-of-Way		NA
8-10	Prepare and Approve Interim and Final Contractor Pay Estimates Provide the name and phone number of the person authorized for this task. <u>Jim Hoffman(CDOT)</u> <u>970-506-4941</u> Local Agency Representative Phone number		X
8-11	Prepare and Approve Interim and Final Utility/Railroad Billings		X
8-12	Prepare Local Agency Reimbursement Requests		NA
8-13	Prepare and Authorize Change Orders		X
8-14	Approve All Change Orders		X
8-15	Monitor Project Financial Status		X
8-16	Prepare and Submit Monthly Progress Reports		X
8-17	Resolve Contractor Claims and Disputes		X
8-18	Conduct Routine and Random Project Reviews Provide the name and phone number of the person responsible for this task. <u>Robin Stoneman</u> <u>970-506-4952</u> CDOT Resident Engineer Phone number		- X
MATERIALS			
9-1	Conduct Materials Preconstruction Meeting		X
9-2	Complete CDOT Form 250 - Materials Documentation Record <ul style="list-style-type: none"> • Generate form, which includes determining the minimum number of required tests and applicable material submittals for all materials placed on the project • Update the form as work progresses • Complete and distribute form after work is completed 		X X X
9-3	Perform Project Acceptance Samples and Tests		X
9-4	Perform Laboratory Verification Tests		X
9-5	Accept Manufactured Products Inspection of structural components: <ul style="list-style-type: none"> • Fabrication of structural steel and pre-stressed concrete structural components • Bridge modular expansion devices (0" to 6" or greater) • Fabrication of bearing devices 		X X X
9-6	Approve Sources of Materials		
9-7	Independent Assurance Testing (IAT), Local Agency Procedures <input type="checkbox"/> CDOT Procedures <input checked="" type="checkbox"/> <ul style="list-style-type: none"> • Generate IAT schedule • Schedule and provide notification • Conduct IAT 		X X X
9-8	Approve Mix Designs <ul style="list-style-type: none"> • Concrete • Hot Mix Asphalt 		X X
9-9	Check Final Materials Documentation		X

Exhibit D

NO.	DESCRIPTION OF TASK	RESPONSIBLE PARTY	
		LA	CDOT
9-10	Complete and Distribute Final Materials Documentation		X
CONSTRUCTION CIVIL RIGHTS AND LABOR COMPLIANCE			
10-1	Fulfill Project Bulletin Board and Pre-construction Packet Requirements		X
10-2	Process CDOT Form 205 - Sublet Permit Application Review and sign completed CDOT Form 205 for each subcontractor, and submit to EEO/Civil Rights Specialist		X
10-3	Conduct Equal Employment Opportunity and Labor Compliance Verification Employee Interviews. Complete CDOT Form 280		X
10-4	Monitor Disadvantaged Business Enterprise Participation to Ensure Compliance with the "Commercially Useful Function" requirements		X
10-5	Conduct Interviews When Project Utilizes On-the-Job Trainees. Complete CDOT Form 200 - OJT Training Questionnaire		X
10-6	Check Certified Payrolls (Contact the Region EEO/Civil Rights Specialists for training requirements.)		X
10-7	Submit FHWA Form 1391 - Highway Construction Contractor's Annual EEO Report		X
FINALS			
11-1	Conduct Final Project Inspection. Complete and submit CDOT Form 1212 - Final Acceptance Report (Resident Engineer with mandatory Local Agency participation.)		X
11-2	Write Final Project Acceptance Letter		X
11-3	Advertise for Final Settlement		X
11-4	Prepare and Distribute Final As-Constructed Plans		X
11-5	Prepare EEO Certification		
11-6	Check Final Quantities, Plans and Pay Estimate; Check Project Documentation; and submit Final Certifications		X
11-7	Check Material Documentation and Accept Final Material Certification (See Chapter 9)		X
11-8	Obtain CDOT Form 17 - Contractor DBE Payment Certification from the Contactor and submit to the Resident Engineer		X
11-9	Obtain FHWA Form 47 - Statement of Materials and Labor Used ... from the Contractor		NA
11-10	Process Final Payment		X
11-11	Complete and Submit CDOT Form 950 - Project Closure		X
11-12	Retain Project Records for Six Years from Date of Project Closure		X
11-13	Retain Final Version of Local Agency Contract Administration Checklist		X